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Attachment A  
Payment

**1. Payments to Grantee**

Payments will be made to Grantee in advance of demonstrated need to respond to the economic harm caused by the public health emergency. Payments by the Borough to Grantee do not constitute approval of funds expended by Grantee. By making payment to Grantee, the Borough makes no representations, express or implied, that Grantee has complied with necessary local, state or federal laws.

**2. Return of Unused Grant Funds**

Should actual Eligible Expenses paid during the term of this Grant Agreement total less than the full amount of the Grant, the Grantee will repay or return the unexpended amount to the Borough when requested to do so by the Borough, or by December 15, 2020, whichever first occurs.

Attachment B  
Standard Provisions

**1. Definition**

“Borough” refers to the City and Borough of Yakutat, Alaska.

**2. Indemnification**

It is understood and agreed that this Grant Agreement is solely for the benefit of the parties to the Grant Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of the Grant Agreement.

The Grantee, its successors and assigns, will indemnify, defend, and hold harmless the Borough, and its authorized agents, officials and employees, from all claims, actions, proceedings, costs, damages, or expenses of any nature whatsoever, including attorney fees, by reason of the acts or omissions of the Grantee, its subcontractors, assigns, agents, contractors, licensees, invitees, employees, or any person whomever arising out of or in connection with any acts or activities conducted under or pursuant to, or authorized by, or otherwise related to this Grant Agreement.

**3. Legal Authority**

The Grantee certifies that Grantee possesses the legal authority to accept grant funds from the Borough and to execute this Grant Agreement. No business or other relationship other than Grantor and Grantee hereunder is created between the Grantee and the Borough as a result of this Agreement.

**4. Waivers**

No conditions or provisions of this Grant Agreement can be waived unless approved by the Borough in writing. The Borough’s failure to insist upon strict performance of any provision of the Grant Agreement, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such a breach, shall not constitute a waiver by the Borough of any right under this Grant Agreement.

**5. Access to Records**

Duly authorized officials of the Borough and its authorized agents, officials and employees shall have full access and the right to request, examine, and copy any pertinent documents, papers, records, and books of the Grantee, and of persons or organizations with which the Grantee may contract involving transactions related to this Grant Agreement.

**6. Reports**

The Grantee, at such times and in such forms as the Borough may require, shall furnish the Borough with such reports as it may request pertaining to this Grant Agreement.

**7. Retention of Records and Audit**

The Grantee shall retain financial and other records relating to the performance of this Grant Agreement for a period of six (6) years from the date funds are received, or until final resolution of any audit findings, claims, or litigation related to the grant, whichever is later.

**8. Personal Information**

Communications regarding this Grant with the Borough and its authorized agents, officials and employees are considered part of the public record and may be subject to disclosure under AS 40.25.110 – 40.25.120.

**9. Assignability**

The Grantee may not assign or transfer any interest in this Grant Agreement.

**10. Amendments and Modifications**

Any amendment or modification to this Agreement must be approved, in writing, by the Borough and the Grantee.

**11. Conflict of Interest**

No officer or employee of the Department of Commerce, Community and Economic Development shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Grant Agreement.

**12. Prohibition against Payment of Bonus or Commission**

The assistance provided under this Grant Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval or concurrence under this Agreement provided, however, that reasonable fees of bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise an Eligible Expense.

**13. Tax Compliance**

The Grantee is solely responsible for determining its applicable tax requirements and complying with all applicable tax requirements, including payment of taxes under this Agreement. The Borough or its agents or employees may issue an IRS Form 1099 for any grant funds paid to Grantee. The Borough may consider the non-payment of any taxes due by the Grantee a breach of this Agreement, and such an occurrence may result in the termination of this Grant Agreement and a required repayment of grant funds by Grantee.

**14. Termination by Mutual Agreement**

This Grant Agreement may be terminated, in whole or in part, prior to the completion of the Grant period when both parties agree that continuation is not feasible. The parties must agree on the termination conditions, including effective date and the portion to be terminated.

**15. Termination for Cause**

If the Grantee fails to comply with the terms of this Grant Agreement, or fails to use the Grant funds for only those Eligible Expenses set forth herein, the Borough may take the following actions:

- A. Suspension – After notice in writing by certified mail or electronic mail to the Grantee, suspend the Grant and prohibit the Grantee from incurring additional obligations of grant funds, pending corrective action by the Grantee or a decision to terminate. A response from Grantee must be received by the Borough within fifteen (15) days of receipt of the written notice.
- B. Termination – Terminate the Grant in whole or in part, at any time. The Borough shall promptly notify the Grantee in writing of its determination to terminate, the reason for such termination, and the effective date of the termination. Repayment by the Grantee of grant funds shall occur within thirty (30) days of demand.

**16. Recovery of Funds**

In the event of a default or violation of the terms of the Grant Agreement by the Grantee, the Borough may institute an action or proceeding to recover all or part of the Grant funds paid to the Grantee. All remedies conferred on the Borough by this Agreement are cumulative, not exclusive, and may be exercised concurrently or consecutively at the Borough's option.

**17. Disputes**

Any suit brought to resolve a dispute concerning this Agreement shall be decided by the State Courts of the State of Alaska located in Juneau, Alaska.

**18. Governing Law**

This Grant Agreement shall be governed by the applicable laws of the State of Alaska and any federal laws and regulations pertaining to the Coronavirus Relief Funds.

**19. Severability**

If any provision under this Grant Agreement or its application to any person or circumstance is held invalid by any court of rightful jurisdiction, this invalidity does not affect other provisions of the Agreement which can be given effect without the invalid provision.

**20. Equal Employment Opportunity (EEO)**

The Grantee may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood. The Grantee shall post in a conspicuous place, available to employees and applicants for employment, a notice setting out the provisions of this paragraph. The Grantee shall include the provisions of this EEO article in every contract relating to this Grant Agreement.

**Attachment C  
Local and State Laws and Regulations**

Grantee is responsible for compliance with all applicable local and state laws, regulations; including without limitation.

1. City and Borough of Yakutat Assembly Resolution #20-340.

2. Restriction on Use—AS 37.05.321

A grant or earnings from a grant under AS 37.05.315 - 37.05.317 may not be used for the purpose of influencing legislative action. In this section “influencing legislative action” means promoting, advocating, supporting, modifying, opposing, or delaying or seeking to do the same with respect to any legislative action but does not include the provision or use of information, statistics, studies, or analyses in written or oral form or format. A grant or earnings from a grant made under AS 37.05.315 - 37.05.317 may not be used for purposes of travel in connection with influencing legislative action unless pursuant to a specific request from a legislator or legislative committee.

## Signatures

Grantee	Borough
Signature	Signature
Printed Name and Title	Printed Name and Title
Date	Date